First National Bank of Newton, 132 Fed. 450, 453. In this country generally a pledgor can sue his pledgee for conversion without tender of the debt. *Austin* v. *Vanderbilt*, 48 Ore. 206, 85 Pac. 519; *Feige* v. *Burt*, 118 Mich. 243, 77 N. W. 928. See 13 HARV. L. REV. 55. The fact that the pledgee can recoup the pledge debt in damages relieves this rule of any harshness. See *Work* v. *Bennett*, 70 Pa. St. 484. But the substitution of something "just as good" for the property converted does not relieve the defendant; once there is a conversion he has not even the right to return the identical article converted. *Hamner* v. *Wilsey*, 17 Wend. (N. Y.) 91; *Baltimore & Ohio R. Co.* v. *O'Donnell*, 49 Oh. St. 489, 32 N. E. 476; *Post* v. *Union National Bank*, 159 Ill. 421, 42 N. E. 976. There should therefore be a right of action. If it be contended that the mortgage was an interest in real estate and hence not the subject of conversion, the fact remains that the defendant has, by destroying that interest without authority, caused the plaintiff serious damage. He cannot satisfy the plaintiff's rightful claim by offering another interest alleged to be as good. See 10 HARV. L. REV. 65.

WAR — CONTRACTS BETWEEN CITIZENS OF BELLIGERENT COUNTRIES — JURISDICTION OF NEUTRAL COURTS. — Before the declaration of war a German company contracted to sell certain patents to a French company and to construct in New Jersey for them a wireless station embodying these patents. Both countries have statutes forbidding commercial intercourse with alien enemies. *Held*, that the contract be specifically enforced. *Compagnie Universelle de Telegraphie et de Telephonie Sans Fil* v. *United States Service Corporation*, 95 Atl. 187 (N. J.).

An English company sold and delivered coal in Algiers to an Austrian company. Drafts drawn on London were dishonored, because of proclamations forbidding commercial intercourse. Jurisdiction in the United States was obtained by foreign attachment of a ship of the defendant company. *Held*, that the court will not exercise its jurisdiction. *Watts, Watts & Co., Ltd.* v. *Unione Austriaca di Navigazione*, 224 Fed. 188.

At common law, or by statute in continental countries, citizens of belligerent nations are forbidden to engage in commercial intercourse. *The Hoop*, 1 Rob. 196; *Esposito* v. *Bowden*, 7 El. & Bl. 763. See 4 & 5 GEO. V., c. 87. The effect of this on preëxisting contracts is to suspend the remedy; it does not put an end to the contract. *Mutual Benefit Life Insurance Co.* v. *Hillyard*, 37 N. J. L. 444; *Williams* v. *Paine*, 169 U. S. 55; *Ex parte Boussmaker*, 13 Ves. Jr. 71. The reason for this rule seems to be solely to prevent a possible advantage to the hostile country, since recovery will be allowed against an alien defendant if he has property which can be attached. *McVeigh* v. *United States*, 11 Wall. (U. S.) 259; *Robinson & Co.* v. *Continental Insurance Co. of Mannheim*, [1915] 1 K. B. 155. Such a reason has of course no weight in a neutral court. Clearly these statutes have no extraterritorial force so as to be effective in neutral countries. Consequently where the contract was to be performed in the neutral country, the court is justified in giving relief. But where the contract was to be performed outside the neutral country in which relief is sought only because the remedy in the belligerent countries is suspended, the court seems justified in refusing to exercise its jurisdiction. This is in accord with the usual disinclination of courts in admiralty to deal with such contracts between aliens where such a refusal will not cause an injury. See *Goldman* v. *Furness, Withy & Co., Ltd.*, 101 Fed. 467; *The Napoleon*, Olcott (U. S.) 208, 215.

WATER AND WATERCOURSES — PUBLIC RIGHTS — RIGHT OF CITY TO TAKE WATER FROM NAVIGABLE STREAM. — The plaintiff, a lower riparian proprietor on a navigable stream which flows through the defendant city, seeks to enjoin the taking of water from the stream by the city for the use of its inhabitants, and to recover damages for the taking. *Held*, that on the facts of the case the

plaintiff is not entitled to the injunction. On the question of damages the court was evenly divided. *Loranger* v. *City of Flint*, 152 N. W. 251 (Mich.).

A riparian proprietor has a right to appropriate, from the stream on which he is situated, only as much water as is reasonably necessary for his own domestic uses. *Acquackanonk Water Co.* v. *Watson*, 29 N. J. Eq. 366; *Stockport* v. *Potter*, 3 H. & C. 300. See 3 KENT'S COMM., 12 ed., 440. The fact that the riparian proprietor on a non-navigable stream is a municipality does not make its inhabitants riparian owners. Consequently, the municipality may not take the water for the domestic use of its inhabitants without compensating lower riparian owners. *City of Emporia* v. *Soden*, 25 Kan. 588; *Stein* v. *Burden*, 24 Ala. 130; *Stock* v. *City of Hillsdale*, 155 Mich. 375, 119 N. W. 435. See GOULD, WATERS, § 245. And though the location of a municipality on a stream may increase the number of individual riparian proprietors, that does not give to the municipality the right to appropriate water for its non-riparian inhabitants. *City of Reading* v. *Althouse*, 93 Pa. St. 400; *Mannville Co.* v. *City of Worcester*, 138 Mass. 89; *City of New Whatcom* v. *Fairhaven Land Co.*, 24 Wash. 493, 64 Pac. 735. *Contra*, *Canton* v. *Shock Co.*, 66 Oh. St. 19, 63 N. E. 600; *Barre Water Co.* v. *Carnes*, 65 Vt. 626, 27 Atl. 609. Again, the navigability of the stream, which gives the public a right of way, does not alter riparian rights. *City of New Whatcom* v. *Fairhaven Land Co.*, *supra*; *Fulton Co.* v. *State*, 200 N. Y. 400, 94 N. E. 199; *Kaukauna Co.* v. *Green Bay Canal Co.*, 142 U. S. 254. *Contra*, *Minneapolis Mill Co.* v. *Board of St. Paul*, 56 Minn. 485, 58 N. W. 33. Nor does title to the bed of the stream increase the right to use of the water. *Sweet* v. *City of Syracuse*, 129 N. Y. 316, 29 N. E. 289; *Myers* v. *City of St. Louis*, 8 Mo. App. 266. See GOULD, WATERS, § 246. Consequently the appropriation of water for all its inhabitants is a taking of property for which the municipality must make compensation.

WILLS — CONSTRUCTION — EFFECT OF MAKING SAME PERSON SPECIAL AND RESIDUARY LEGATEE. — A legatee who was to receive a special bequest and also one-half of the residue, predeceased the testatrix. The will expressly directed that the residue should contain any lapsed bequests. *Held*, that the lapsed specific legacy became intestate property. *Dickinson* v. *Belden*, 268 Ill. 105, 108 N. E. 1011.

As a testator, by making a general residuary clause, shows an intent to bequeath all his property, it is a general rule that all the property owned by him at his death, and not specifically bequeathed, together with all lapsed legacies, shall fall into the residue. *Cambridge* v. *Rous*, 8 Ves. Jr. 12. See *English* v. *Cooper*, 183 Ill. 203, 208, 55 N. E. 687, 688. See 2 JARMAN, WILLS, 6 ed., 1046. Indeed this rule applies even if the legacy which has lapsed was described as an exception from the residue. *Evans* v. *Jones*, 2 Collyer 516. Since a lapsed residuary legacy cannot swell the residue, it necessarily becomes intestate property. *Ketchum* v. *Corse*, 65 Conn. 85, 31 Atl. 486. But a lapsed specific legacy to the residuary legatee does increase the residue and should come within the residuary bequest. *In re Fassig's Estate*, 82 N. Y. Misc. 234, 143 N. Y. Supp. 494. Since there is intestacy as to the deceased legatee's share of the residue, this does not involve taking property from him in one guise, to return it in another. Any other rule is contrary to the intent of the testator in making the residuary clause. Hence it is submitted that the principal case is wrong, though it is in accord with the trend of authority. See *Dorsey* v. *Dodson*, 203 Ill. 32, 67 N. E. 395; *Craighead* v. *Given*, 10 Serg. & R. (Pa.) 351. It the more clearly defeats the intent of the testatrix in the principal case, since the will expressly stated that lapsed legacies should fall into the residue.

WITNESSES — PRIVILEGED COMMUNICATIONS — ATTORNEY AND CLIENT — PRIVILEGE OF ATTORNEY NOT TO DISCLOSE CLIENT'S IDENTITY. — Certain